\

**Bangalore Water Supply & Sewerage Board**

**(BWSSB)**

# REQUEST FOR PROPOSAL

# FOR

# Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration.

# TENDER DOCUMENT

**Office of The Executive Engineer BW&PS-2 Division**
MargosaRoad,,Malleshwaram, Bangalore-
560055

# PARTICULARS OF TENDER

| | | |
|---|---|---|
| TENDER REFERENCE: | : | RFP No. BWSSB/EEBWPS-2)/AE/ 8291 /25-26 Dt: 31/3 /2026 |
| NAME OF THE WORK | : | Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration |
| LAST DATE AND TIME FOR RECEIPT OF TENDERS | : | Dtd: 17. 04 .2026 at 15:00 Hrs |
| DATE AND TIME OF OPENING OF TECHNICAL TENDERS | : | Dtd: . 18 04 .2026 at 16:30 Hrs |
| EARNEST MONEY DEPOSIT | | Rs. /-<br>The EMD shall be paid through KPPP. |
| TIME AND DATE OF OPENING OF FINANCIAL TENDERS | : | Will be intimated to the qualified Tenderers |
| ADDRESS FOR COMMUNICATION | : | **Office of The Executive Engineer BW&PS-2 Division**<br>MargosaRoad,,Malleshwaram, Bangalore-560055. |
| CONTRACT DOCCUMENT REFERENCE | | Quality and Cost Based Selection (QCBS) as per K/C-4 |

**NOTE:**

1. Incomplete bids will not be accepted and will not be considered for bid evaluation

2.The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

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# Section 1. INVITATION FOR TENDER (IFT)

## (Through Karnataka Public Procurement Portal)

## IFT No. BWSSB/EEBWPS-2/ 8291 / /2025-26 Dt:31 . 03.2026

The Executive Engineer (Design) invites tender from eligible tenderers, for **"Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration"** detailed in the Table below. Tenderers are requested to submit their Tender through Karnataka Public Procurement Portal, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 4 & 6) in Karnataka Public Procurement Portal. Price tender will be opened only if the consultant who qualifies the minimum qualification criteria specified in ITC for award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal** https://kppp.karnataka.gov.inin website only from **10 . 04 .2026 to 17 .04 .2026** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website https://kppp.karnataka.gov.in is **17 . 04 .2026** at **15:00 hrs.** The bids will be opened at the office on **18 . 04 .2026** at**16:30 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

| Sl. No | Name of Work | Amount put to tender | Bid Security Rs. | Period of completion |
|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) |
| 1 | Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration | **67.50 Lakh** | **1.35 Lakh** | **06 Months** |

2. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.
3. The cost of the tender document once paid will not be refunded.
4. Uploading of signed copy of technical proposal submission form.

5. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
6. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00hrs.
7. The tender comprises two-cover system of (i) Technical Bid and (ii) Financial Bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid will be opened only if the Consultant is found to be qualified to execute the tendered work. (The intending bidders shall furnish the relevant experience certificates duly signed by the competent authority not less than the rank of Executive Engineer or equivalent.
8. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://eproc.karnataka.gov.inunder login for Contractors. Aspiring consultants who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
9. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://eproc.karnataka.gov.inafter submitting the EMD and tender processing fee in the form of e-payment. EMD will be refunded only after acceptance of successful bidder.
10. Consultants should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. All the documents should be Notarized. The uploaded documents will not be considered for evaluation if they are not Notarized.
11. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
12. A successful tender will have to execute an agreement with The Bengaluru Water Supply and Sewerage BWSSB within 15 days upon receipt of intimation along with Performance Security of 5% of the contract price for Project Management Consultancy and Quality assurance in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
13. Bengaluru Water Supply and Sewerage Board reserves the right to accept / reject any or all tenders without assigning any reasons.
14. Corrigendum’s / modifications / corrections, if any, will be published in the website only.

16. GOK K-Procurement portal https://kproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk

**Office of The Executive Engineer BW&PS-2 Division**
MargosaRoad,,Malleshwaram, Bangalore-560055

Or **visit Website** https://kppp.karnataka.gov.in

17. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in
18. Other details can be read from the tender documents.

**Sd/-**
**Executive Engineer**
**BWSSB**

# Section 2. Information to Consultants

## 1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates in India, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1. Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. PREPARATION OF PROPOSAL

3.1. Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

**TECHNICAL PROPOSAL**

3.2. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, consultants must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

b. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

c. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

d. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Consultant should submit this document at the time of the technical presentation.

v. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member shall be mentioned. (Section 3E).

vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F) shall be mentioned.

vii. Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing the Authorized Signatory

viii. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 3 (Three) Financial Years.

ix. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

x. Details of the Bidder (Section 3I)

xi. Any additional information requested in the Data Sheet.

3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

**FINANCIAL PROPOSAL**

3.6. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7. Consultant shall express the price of their services as per the information provided in Data Sheet.

3.8. The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, excluding the applicable GST.

3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

## 4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1. The Technical Proposal and Financial Proposal; see para 1.2, shall be uploaded to the Karnataka Public Procurement Portal. The documents and details mentioned in Clause 3 above shall be submitted online on the website. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.

4.2. Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Consultants must get themselves registered, acquainted and trained on the procedure of participating in tendering through the Karnataka Public Procurement Portal.

4.3. Consultants are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.

4.4. Consultant's completed proposal must be submitted on or before the date and time stated in the Data Sheet.

**4.5. EARNEST MONEY DEPOSIT**

4.5.1. The Consultants are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid

4.5.2. The Consultant can pay the EMD in the Karnataka Public Procurement Portal using any of the valid modes

4.5.3. The Consultant ‘s bid will be evaluated only on confirmation of receipt of the payment of EMD. Consultants shall refer to the Karnataka Public Procurement Portal for more details on the process.

4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP and 3.4 of Preparation of proposal of Bid document.

4.7. An authorized representative of the Consultant shall digitally sign the Proposal in the Karnataka Public Procurement Portal. The representative ‘s authorization is confirmed by a written power of attorney or copy of board resolution accompanying the Proposal.

4.8. The Consultant shall submit the bids separately i.e., Technical and Financial electronically online in the Karnataka Public Procurement Portal.

4.9. Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.

4.10. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done in accordance with the procedures specified in this RFP. The bidders who are technically qualified will be intimated through email or via the Karnataka Public Procurement Portal and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

4.12. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.

4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the date and time notified on the Karnataka Public Procurement Portal. The Financial Proposal of the successful Consultants only will be opened after completion of technical proposal evaluation.

**4.14. REFUND OF EMD**

4.14.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful consultants will be refunded to the respective Bank accounts of the supplier/consultant registered in the Karnataka Public Procurement Portal.

4.14.2. The earnest money deposit of unsuccessful Consultant will be returned after the award of the proposal to the successful consultant.

4.14.3. The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Contract.

4.14.4. The earnest money deposit may be forfeited:

a. if the consultant withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity.

b. if the Consultant does not accept the correction of the Contract Price; or

c. in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

i. furnish the required Security deposit; or

ii. sign the draft Contract with the client; or

iii. sign and return the duplicate copy of the Letter of Acceptance

d. In case of the Consultant submitting fake documents such as Annual financial turnover, work done certificate etc., relevant to the proposal action shall be initiated as per tender conditions.

## 5. PROPOSAL EVALUATION

**GENERAL**

5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2. A three-stage procedure shall be adopted in evaluating the Proposals:

i. Eligibility Criteria for Prequalification as stipulated in Appendix-I of Data sheet

ii. In Technical Evaluation, firms securing the minimum qualifying marks mentioned in of the RFP will be eligible for financial evaluation

iii. Financial Evaluation.

5.3. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

**EVALUATION OF TECHNICAL PROPOSALS**

5.4. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

**PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING**

5.5. After the evaluation of quality is completed, the Client shall notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

5.6. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.7. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.8. The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data

Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

## 6. NEGOTIATIONS

6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3. Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract. Before contract negotiations, the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be provided by the Consultant. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.4. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.5. The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

## 7. AWARD OF CONTRACT

7.1. The Consultants whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

## 8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

## 9. PERFORMANCE SECURITY

9.1. Within 14 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet

i. A bank guarantee in the form given in Appendix F of the Draft Contract; or.

9.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

9.3. The Performance Security shall be furnished from any Nationalised Banks approved by Reserve Bank of India.

9.4. Failure of the Selected Consultant to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to –

1. forfeit the Earnest Money Deposit amount of the Selected Consultant, and
2. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## DATA SHEET - INFORMATION TO CONSULTANTS

| Sl. No. | Section | Title | Details |
|---|---|---|---|
| **1.** | **1.1** | Name of Client | Bangalore Water Supply and Sewerage Board |
| **2.** | **1.1** | The Method of Selection is | Quality and Cost Based Selection (QCBS) |
| **3.** | **1.2** | Technical and Financial Proposals are requested: | Yes |
| **4.** | **1.2** | Name and Description of Assignment | The name of the assignment is<br><br>**Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration.**<br><br>**Description of the Assignment:**<br>The Bangalore Water Supply and Sewerage Board (BWSSB) is seeking proposals from qualified consultants to undertake the Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration. This aims to create an Condition Assessment, Rehabilitation/Replacement of Electro-mechanical and instrumentation equipment in the existing pumping stations in Bengaluru city to achieve a SCADA based monitoring system along with Solar PV integration.<br><br>The study will assess existing conditions, identify key energy efficient methods and provide a strategic plan for SCADA implementation with emphasis on usage renewable energy in pumping system of BWSSB. |
| **5.** | **1.3** | The Assignment is phased | No |
| **6.** | **1.4** | Contact Person | Technical section (BW&PS-2)<br>Mb:- 7337810347 |
| **7.** | **1.5** | The Client will provide the following inputs: | As per Terms of Reference |
| **8.** | **1.7.2** | The client envisages the need for continuity in downstream work | Yes |
| **9.** | **1.8** | Clauses on fraud and corruption | The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C. |
| **10.** | **2.1** | Clarification of any | Clarifications may be requested up to the date and time |

| Sl. No. | Section | Title | Details |
|---|---|---|---|
| | | item of the RFP | notified in the Karnataka Public Procurement Portal only. |
| **11.** | **3.1** | Language of the Proposal | English |
| **12.** | **3.3 a** | Bidder may associate with other participating Bidders | No. Consortium and Joint Venture are not permitted for this assignment. |
| **13.** | **3.3 b** | The estimated number of Key Professional Staff Months required for the assignment | Based on the Terms of Reference, the Bidder shall form a multi-disciplinary team for undertaking this assignment |
| **14.** | **3.3 c** | Pre-Qualification Criteria | As per the section 5.3.1 in Data sheet |
| **15.** | **3.3 d** | Language of reports | English |
| **16.** | **3.4** | Additional Information in the Technical Proposal includes | Not Applicable |
| **17.** | **3.7** | Price of Services | The Bidder shall express the price of their services in Indian Rupees inclusive of all applicable Taxes. The total cost of services, inclusive of all taxes, shall be taken as the Financial Bid Amount to calculate the Financial Score. As provided in Section 4A, the Bidder should quote the Total Cost inclusive of all taxes in the relevant slot provided on the KPP portal. The Financial Bid should not include any conditions attached to it and any such conditional proposal shall be rejected. (As this is a service tender GST is not applicable).<br><br>The Financial Proposal shall cover the total cost for all activities of the Bidder in accordance with the scope of work of this RFP. The Bidder shall calculate the item-wise and total costs for services inclusive of all taxes as per the format at Section 4B.<br><br>The accepted Financial Proposal shall be applicable for the Term of the Contract. The Breakdown of Costs as per Section 4C will be used as the reference cost for the activities that the Bidder shall be undertaking over the Contract Period. The Bidder should take into consideration all the requirements and conditions outlined in this RFP document. No escalation in these costs shall be allowed during the Contract Period without significant variation in campaign/activity components or additional activities. |
| **18.** | **3.9** | Validity of Proposal | 90 days from submission of Proposal |
| **19.** | **4.12** | Last Date and time for submission of proposal | As notified in the Karnataka Public Procurement Portal |

### 5.3.1. Pre-Qualification /Eligibility Criteria

The Technical bids of only the Consultants satisfying the following pre-qualification/eligibility criteria will be evaluated –

| Sl. No. | Eligibility Criteria | Supporting Document to be Submitted |
|---|---|---|
| 1. | **Legal Entity:**<br><br>The Bidder should be:<br><br>• The Firm must have an office in India, operating for minimum last 10 years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)<br><br>• The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal) | • If the Bidder is a Company<br><br>○ Copy of Certificate of Incorporation<br><br>• All Bidders must submit the following –<br><br>○ Copy of GST Registration<br><br>○ Copy of PAN Card |
| 2. | **Years of Experience:**<br><br>The Bidder as single entity should have involved in Project Management Consultants (PMC) with minimum 5(five) years of experience as on the date of notice inviting tender in providing consulting services in consultancy sector for master planning and SCADA and energy efficient related projects. | • Technical Proposal Submission Form at **Section 3A**<br><br>• Details of the Bidder at **Section 3I** |
| 3. | **Average Annual Turnover:**<br><br>The Bidder should have an average annual financial **turnover of at least Rs.67.50 lakh in any 2 years during last 5** completed financial years (i.e. FY FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 FY 2024-25)<br><br>The Financial Capacity of only the bidding entity will be considered for this criterian. The Financial Capacity of the parent/ subsidiary /associate entities of the Bidder would not be considered for assessment of eligibility for this criterian. | • Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company for the last 5 Financial Years (i.e.,FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 FY 2024-25) in the format at **Section 3H** |
| 4. | **Experience in Preparation of SCADA based Master Plans.**<br><br>The Bidder should have experience of at least 2 (two) consultancy project for preparing SCADA based master plan for State/ Central Clients. | • Bidder's References in the format at **Section 3B** |

| Sl. No. | Eligibility Criteria | Supporting Document to be Submitted |
|---|---|---|
| | • The study must have covered an Power saving master plan or SCADA related methods .<br>• The assignment in any one of the project must include renewable energy strategic plans.<br>• The assignment must have been undertaken within the last 5years from the date of notice inviting tender. | • All of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment.<br>o Work Order<br>o Contract / Agreement<br>o Completion Certificate |
| 5. | **Not Blacklisted / Barred and Not Involved in Major Litigation Affecting Service Delivery:**<br>The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.<br>Further, in the last 5 (five) years, the Bidder or any of their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part. | • Technical Proposal Submission Form at **Section 3A** |
| 6. | Authorization letter clearly mentioning details of authorized representative for signing the bid. | • Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing the Authorized Signatory |
| 7. | Experience of personnel in consultancy organizations shall only be considered. | • Relevant Document |
| 8. | Experience of the permanent key personnel (as per table 2) who are with the firm for not less than 12 months shall only be considered. | • Relevant Document |
| 9. | Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid | • Relevant Document |

<table>
<tr><th>Sl. No.</th><th>Eligibility Criteria</th><th>Supporting Document to be Submitted</th></tr>
<tr><td>10.</td><td>The company should not be a loss making in last 5 years. Documentary proof shall be submitted along with Bid.</td><td>• Relevant Document</td></tr>
<tr><td>11.</td><td>Qualification and Experience of Key Professional Staff<br><br>
<table>
<tr><th>Particulars</th><th>Qualification</th><th>Experience in Years</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Team Leader cum Mechanical Engineer</td><td>Masters in Mechanical Engineer or Design Engineer or realted field.</td><td>10</td></tr>
<tr><td>Civil Structural Engineer</td><td>Masters in Structural Engineering or design or related field.</td><td>8</td></tr>
<tr><td>Financial Expert</td><td>MBA or financial related field</td><td>8</td></tr>
<tr><td>Electrical Engineer</td><td>Masters in Electrical /Power Electronics/ Power systems or Control system Engineering or related field.</td><td>10</td></tr>
<tr><td>Instrumentation (ICA) Engineer</td><td>Masters in Instrumentaion/Design/Control system Engineering or related field and experience in the SCADA field</td><td>10</td></tr>
<tr><td>Support Engineer (Mechnaical)</td><td>Bachelor’s degree in Mechanical Engineering</td><td>5</td></tr>
<tr><td>Support Engineer (Electrical)</td><td>Bachelor’s degree in Electrical Engineering</td><td>5</td></tr>
<tr><td>Support Engineer ((I&C)</td><td>Bachelor’s degree in Instrumentation /ElectronicsEngineering</td><td>3</td></tr>
<tr><td>CAD Engineer</td><td>Bachelor’s degree in Civil/ Design/Mechanical Engineering and certified CAD professional</td><td>5</td></tr>
<tr><td>Solar Expert</td><td>BE/Mtech in Renwebale enrgey or Sustainble energy or equivalent field.<br>Worked in minimum 3 projects in the Solar related project..</td><td>3</td></tr>
</table>
</td><td>• Team composition and task assignments in the format at Section 3E<br>• CVs of the Key Personnel (Suggested format available at Section 3F)</td></tr>
</table>

**NOTE:**

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.

2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

### 5.3.2. Technical Evaluation Criteria

The Bidder shall be evaluated according to the below mentioned parameters –

| Sl. No. | Criteria | Marks |
|---|---|---|
| 1. | **Experience of the Bidder** | **30 marks** |
| 2. | **Qualification and Experience of Key Professional Staff** | **60 marks** |
| 3. | **Presentation on Approach & Methodology** | **10 marks** |
| TOTAL | | **100 marks** |

| **1. Experience of the Bidder** | | | |
|---|---|---|---|
| **Sl. No.** | **Technical Criteria** | **Maximum Marks** | **Supporting Documents** *(all documents to be submitted unless indicated otherwise)* |
| 1.1 | **Experience of Consultant**<br><br>a) The Bidder as single entity should have involved in Project Management Consultants (PMC) with minimum 5(five) years of experience as on the date of notice inviting tender in providing consulting services in consultancy sector for master planning and SCADA and energy efficient related projects.<br><br>The Bidder should have experience of at least 2 (two) consultancy project for preparing SCADA based master plan for State/ Central Clients.<br><br>• The study must have covered an Power saving master plan or SCADA related methods .<br>• The assignment in any one of the project must include renewable energy strategic plans.<br>• The assignment must have been undertaken within the last 5years from the date of notice inviting tender. | **30 marks**<br><br>**5 marks**<br><br>**5Marks**<br><br>**5Marks**<br><br>**10Marks**<br><br>**5Marks** | • Bidder's References in the format at **Section 3B**<br><br>• All of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment.<br><br>○ Work Order<br>○ Contract / Agreement<br>○ Completion Certificate |
| ***Sub-Total*** | | ***30 marks*** | |

**Note for Evaluation of Experience of the Bidder:**

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

| **2. Qualification and Experience of Key Professional Staff** | | |
|---|---|---|
| **Technical Criteria** *(as per Terms of Reference)* | **Maximum Marks** | **Supporting Documents** |
| **Team Leader cum Mechanical Engineer**<br>Upon meeting minimum qualification (as detailed in clause 5.3.1) -<br>• Relevant work experience – **2 marks each for each projects up to 3 projects** involving preparation of SCADA based master plan/ Strategic Plan as Team Leader<br>• Mandate one of the project should include renewable energy projects. | **12 Marks** | • Team composition and task assignments in the format at **Section 3E**<br>• CVs of the Key Personnel (Suggested format available at **Section 3F**) |
| **Civil Structural Engineer**<br>• Upon meeting minimum qualification (as detailed in clause 5.3.1)<br>• Relevant work experience – **2 marks each for each projects up to 2 projects** | **6 Marks** | |
| **Financial Expert**<br>Upon meeting minimum qualification (as detailed in clause 5.3.1) - **1 mark**<br>• Relevant work experience – **2 marks each for each projects up to 2 projects** | **6 Marks** | |
| **Electrical Engineer**<br>• Upon meeting minimum qualification (as detailed in clause 5.3.1) - **1 mark**<br>• Relevant work experience – **2 marks each for each projects up to 2 projects** | **6 Marks** | |
| **Instrumentation (ICA) Engineer** Upon meeting minimum qualification (as detailed in clause 5.3.1) - **1 mark** | **4 Marks** | |
| **Support Engineer (Mechnaical)** Upon meeting minimum qualification (as | **4 Marks** | |

| | | |
|---|---|---|
| detailed in clause 5.3.1) - **1 mark** | | |
| **Support Engineer (Electrical)** Upon meeting minimum qualification (as detailed in clause 5.3.1) - **1 mark** | **4 Marks** | |
| **Support Engineer ((I&C)** Upon meeting minimum qualification (as detailed in clause 5.3.1) **1 mark** | **4 marks** | |
| **CAD Engineer** Upon meeting minimum qualification (as detailed in clause 5.3.1) **1 mark** | **4 marks** | |
| **Solar Expert** Upon meeting minimum qualification (as detailed in clause 5.3.1) **1 mark**<br>• Mandate one of the project should include renewable energy projects- **5marks** | **10 marks** | |
| ***Sub-Total*** | ***60 marks*** | |

**Note for Evaluation of Qualification and Experience of Key Professional Staff***:*

1. One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

| **3. Presentation on Approach & Methodology** | | | |
|---|---|---|---|
| **Sl. No.** | **Technical Criteria** *(as per Terms of Reference)* | **Maximum Marks** | **Supporting Documents** |
| 3.1 | **Understanding of Assignment:**<br>The Bidder shall present on their understanding of the objectives of the assignment and the scope of work for the assignment. The Bidder shall present their high-level work plan along with key targets to be achieved over the course of this assignment. | **5 Marks** | The approach and methodology are to be submitted with the Technical Proposal on the Karnataka Public Procurement Portal. A detailed presentation shall be given to the authority as and when intimated by the authority. Methodology for carrying out the work (max 20 pages) and Understanding of TOR |
| 3.2 | Work plan and Innovative solutions for speedy project completion.<br>Organization chart and Manning Schedule | **5 Marks** | |
| ***Sub-Total*** | | ***10 marks*** | |

| **Sl. No.** | **Section** | **Title** | **Details** |
|---|---|---|---|

| | | | |
|---|---|---|---|
| **20.** | **5.4** | Minimum technical score | The Bidder must achieve a minimum of **60 marks overall** to be eligible for opening of the Financial Proposal. |
| **21.** | **5.7** | Ranking of the Bidders | The formula for determining the financial scores is the following:<br>*Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration*<br>The weights given to the Technical and Financial Proposal are:<br>*T = 0.80, and*<br>*P = 0.20*<br>*Where T=Weightage for Technical Score*<br>*P= Weightage for Financial Score*<br>**Final Score, S= St x T% + Sf x P%.**<br>*Where St= Technical Score*<br>The Consultant achieving the highest combined technical and financial score will be invited for negotiations.<br>In case of a tie, the Client shall select the Consultant who had received a higher score during the technical presentation. In case the Consultants are still tied, preference shall be given to the scores received for the technical evaluation. |
| **22.** | **6.1** | Approving authority for negotiation | Chief Engineer (Design),<br>Bangalore Water Supply & Sewerage Board (BWSSB),<br>9th Floor, Cauvery Bhavan, Kempe Gowda Road, Bengaluru-560009 |
| **23.** | **7.2** | The assignment is expected to commence on [Month, Year] at [Location] | Tentative Date: *Within 30 days of the signing of the Contract at Bengaluru.* |
| **24.** | **8.1** | Performance Security | 5% (Five Percent) of the Contract Price. |

**Table-1**

| Sl. No. | Particulars | Marks |
|---|---|---|
| **1.** | **Experience of consultant** | 30 |
| **2.** | **Approach and Methodology** | 10 |
| | **Sub Total -3 - (1+2)** | **40** |

**Table 2 - EVALUATION OF KEY PERSONNEL QUALIFICATIONS**

| | |
|---|---|
| **a) General Qualifications** | |
| • Professional Qualifications | 20% |
| • Length of Experience and Positions held | 20% |
| **Sub Total** | **40%** |
| **b) Adequacy for the Assignment** | |
| • Adequacy for the assignment related to Project | 50% |
| • Experience of projects with govt organisations | 10% |
| **Sub Total** | **60%** |
| **Grand Total** | **100%** |

**Table 3 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed**

| Sl. No. | Key Personnel/ Experts | Marks |
|---|---|---|
| 1 | Team Leader cum Mechanical Engineer | 12 |
| 2 | Civil Structural Engineer | 8 |
| 3 | Financial Expert | 8 |
| 4 | Electrical Engineer | 8 |
| 5 | Instrumentation (ICA) Engineer | 4 |
| 6 | Support Engineer (Mechnaical) | 4 |
| 7 | Support Engineer (Electrical) | 4 |
| 8 | Support Engineer ((I&C) | 4 |
| 9 | CAD Engineer | 4 |
| 10 | Solar Expert | 10 |
| | **Sub Total -4** | **60** |
| | **Grand Total (Sub Total 3+4)** | **100** |

**Note:**

- The consultant must achieve a minimum of 60% points in each of the items **(I), (II)** and **(III)** in Table-1 and minimum 75% overall (average) in the Technical Proposal.

- Quality-Cost Ratio for Selection: **80:20. (Weightage for technical proposal is 80% and that for financial proposal is 20%)**

**QCBS (80:20)**

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and "F" is the ETP of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

## Section 3. Technical Proposal – Standard Forms

3A. Technical Proposal Submission Form

3B. Bidder's References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team Composition and Task Assignments

3F. Format of Curriculum Vitae of proposed key professional staff

3G. Deleted

3H. Financial Capacity of the Bidder

3I. Details of the Bidder

## 3A. Technical Proposal Submission Form

*(To be submitted on the Bidder's letterhead)*

[Location, Date]

FROM:

(Name of the Bidder)

_____
_____
_____

To,

**The Executive Engineer (BW&PS)-2**
**Bangalore Water Supply and Sewerage Board**
**2nd Floor, Suvarna Bhavan,**
**18th cross, Margosa Road, Bangalore – 560055**

Dear Sir / Madam:

**Subject: Proposal for "Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration.**

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as tender no:..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration.**
**.**

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to Bangalore Water Supply & Sewerage Board (BWSSB)any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We have at least 5(five) years of experience as on the date of notice inviting tender in providing consulting services to government agencies
4. I/We certify that in the last 5 (five)years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/we have not blacklisted/barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
6. I/we have not been blacklisted/barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.

7. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
8. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client.
9. I/We do not have any conflict of interest
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with Bangalore Water Supply & Sewerage Board (BWSSB) or any other public sector enterprise or any government, Central or State; and
11. The Proposal is unconditional
12. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
13. I/we hereby declare that the information / documents / certificates submitted by M/s …… *(Name of the Bidder)* along with this *RFP for Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)*are genuine, and nothing has been concealed. I / we shall have no objection in case Bangalore Water Supply & Sewerage Board (BWSSB) verifies them from issuing authority(ies). I / we shall also have no objection in providing the original copy of the document(s), in case the Client demand so for verification.
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
15. I hereby confirm that in case, any document, information & /or certificate submitted by me found to be incorrect/false/fabricated, the Client at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar …… *(Name of the Bidder)* from participating in any future tenders.
16. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer …… *(Name of the Bidder)* shall not be withdrawn or modified during the period of validity or extended period of validity.
17. I, on behalf of the tenderer …… *(Name of the Bidder)*, also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case itis awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then …… *(Name of the Bidder)* will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **one year** from the date of default.

If negotiations are held by the Client, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorised Signatory:
Name and Title of Signatory:
Name of Bidder:
Address:

## 3B. Bidder's References

*Relevant Services carried out in the last 5 years that best illustrate Qualifications.*

**A. Summary of Experience**

The Bidder shall provide a summary of their work experience in the following format –

*Note: Bidders should use one row for each assignment submitted for assessment.*

**A.1 Experience in preparing GIS based master plans projects.**

| Sl. No. | Name of Assignment | Name of Client | Location | Contract Price *(In INR Lakhs)* | Start Date *(Month, Year)* | End Date *(Month, Year)* | Duration of Assignment |
|---|---|---|---|---|---|---|---|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

**B. Details of Experience**

Using the format below, provide information on each reference assignment for which your organisation, either as an individual corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order / contract / agreement for each reference assignment.

| Sl. No. | Particulars | Details |
|---|---|---|
| 1. | **Name of Assignment** | |
| 2. | **Name of Client** | |
| 3. | **Location of Client** | |
| 4. | **Client's Sector** | |
| 5. | **Start Date of Assignment** | |
| 6. | **End Date of Assignment** | |
| 7. | **Duration of Assignment** | |
| 8. | **Value of Assignment** *(Contract Value, Professional Fees, or Payments Received)* | |
| 9. | **Objectives of the Assignment** | |
| 10. | **Description of actual services provided for Assignment** | |
| 11. | **Key Personnel / Senior Staff involved for Event** | |
| 12. | **Name and Role of Associated Consultants if any** | |
| 13. | **Brief Description of Results Achieved during Assignment** | |
| 14. | **Proof of Undertaking for Assignment** | *Type of Document:*<br>*Date of Issue of Document:*<br>*Enclosed: [] Yes [] No* |
| 15. | **Proof of Completion for Assignment***(if applicable)* | *Type of Document:*<br>*Date of Issue of* |

| Sl. No. | Particulars | Details |
|---|---|---|
| | | *Document:*<br>*Enclosed: [] Yes [] No* |

**Authorised Signatory:** _____

**Name and Title of Signatory:** _____

**Bidder's Name: _____**

**Note:**

1. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.
3. At least one of the following documents issued by the client for the assignment should be submitted as proof for undertaking the respective assignment
   - Work Order
   - Contract / Agreement

   For Consultancy Services for PPP Projects, the proof of completion such as completion certificate or performance certificate should also be submitted.

   The document submitted should meet all the requirements as per the criteria as per Clause 5.3.1 and Clause 5.3.2 of the Data Sheet.
4. The Client reserves the right to request any further supporting documents from the Bidders prior to the signing of the contract.
5. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

## 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

**On the Terms of Reference:**

1.

2.

3.

4.

5.

**On the Data, Services, and Facilities to be provided by the Client**

1.

2.

3.

4.

5.

**Authorised Signatory:** _____

**Name and Title of Signatory:** _____

**Bidder's Name: _____**

## 3D. Description of the methodology and work plan for performing the assignment.

*(Soft copy and Hard copy to be submitted to the Evaluation Committee at the time of the Technical Presentation)*

**BIDDER'S NAME: _____**

The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per Clause 5.3.2 Sl. No. 3 of the Data Sheet.

The presentation is not required to be submitted at the time of submission of the Technical Proposal on the Karnataka Public Procurement Portal. Shortlisted bidders shall present to the evaluation committee as notified by the Client.

The soft copy of the presentation and any associated supporting documents are to be submitted along with a covering letter to the evaluation committee at the time of the technical presentation via email toeecst@bwssb.gov.in

## 3E. Team Composition and Task Assignments

*Note: One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.*

**1.Key Personnel**

| Sl. No. | Name | Position | Educational Qualification | Years of Work Experience | Tasks |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

**Authorised Signatory:** _____

**Name and Title of Signatory:** _____

**Bidder's Name: _____**

## 3F. Format of Curriculum Vitae of proposed key professional staff

*(Kindly refer to Clause 8 of Section 5 Terms of Reference for details on requirements for Educational Qualification and Work Experience)*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name of the Entity** | | | | | | | |
| **Name of Staff** *[Provide full name]* | | | | | | | |
| **Proposed Position** *[Only one candidate to be nominated for each position]* | | | | | | | |
| **Total Years of Experience** *[in years and months]* | | | | | | | |
| **Date of Birth** *[dd/mm/yyyy]* | | | | | | | |
| **Nationality** | | | | | | | |
| **Key Educational Qualifications** *[Summarize college/university and other specialised education of staff member, giving names of schools, dates attended and degrees obtained]* | ***Sl. No.*** | **Start Date** | **End Date** | **School/ College** | **University** | **Location** | **Degree Obtained** |
| | *1* | | | | | | |
| | *2* | | | | | | |
| | *3* | | | | | | |

| **Employment Record** *[Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisation, titles of positions]* | **Sl. No.** | **Name of the Organization** | **Designation** | **From (month, year)** | **To (month, year)** |
|---|---|---|---|---|---|
| | *1* | | | | |
| | *2* | | | | |
| | *3* | | | | |

| | |
|---|---|
| **Key Work Experiences**[1] *[List all the key assignments undertaken by the personnel to be considered for Technical Evaluation of the proposed Key Personnel]* | *Brief of key experience of the proposed Key Personnel* |
| Assignment 1: *[Name of the assignment]*<br>Year: *[From-To]*<br>Location:<br>Client:<br>Position held:<br>Main project features: [*Brief of the project]* | |

[1] Kindly ensure experience covers the requirements as per Terms of Reference. Kindly list only the relevant experience.

<table>
<tr><td colspan="5">Activities performed: [List of all the activities performed in the assignment]<br>•<br>•<br>•</td></tr>
<tr><td colspan="5">Assignment 2: [Name of the assignment]<br>Year: [From-To]<br>Location:<br>Client:<br>Position held:<br>Main project features: [Brief of the project]<br>Activities performed: [List of all the activities performed in the assignment]<br>•<br>•<br>•</td></tr>
<tr><td>Membership with Professional bodies:</td><td colspan="4">[List of memberships]</td></tr>
<tr><td rowspan="4">Proficiency in Languages [Excellent, good, fair and poor]</td><td>Language</td><td>Speaking</td><td>Reading</td><td>Writing</td></tr>
<tr><td>English</td><td></td><td></td><td></td></tr>
<tr><td>Kannada</td><td></td><td></td><td></td></tr>
<tr><td>Hindi</td><td></td><td></td><td></td></tr>
</table>

**Undertaking for Relevant Qualification and Experience:**

I hereby undertake that I meet the following requirements for the position of _____ (proposed position) for the assignment *Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)*

- Educational Qualification: _____
- Experience: _____

  _____

*[Kindly specify educational qualification and experience as per the requirements specified in the Terms of Reference for the proposed position of the staff]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]
Full Name of Staff Member: _____

_____ Date: _____
[Signature of authorised representative of the Bidder]
Full Name of Authorized Representative: _____

# SECTION - 4

FINANCIAL BID

**Note: The Financial Bid shall be submitted in the Financial Bid portal of the KPPP Website**

## 3H. Financial Capacity of the Bidder

*<On statutory auditor's letterhead>*

| Sl No. | Year | Turnover |
|---|---|---|
| 1. | 2021-22 | |
| 2. | 2022-23 | |
| 3. | 2023-24 | |
| 4. | 2024-25 | |
| 5. | 2025-26 | |
| 6. | Total (1+2+3) | |
| 7. | Average Annual Turnover | |

AuthorisedSignatory

## 3I. Details of the Bidder

*(On the Letterhead of the Bidder)*

| Sl. No. | Criteria | Details |
|---|---|---|
| 1. | **Bidder Details** | |
| a. | Name of Company/LLP / Firm | |
| b. | Type of Entity | (such as Company / LLP / Partnership etc.) |
| c. | Country of Instate | |
| d. | Date of Incorporation and/or Commencement of Business | |
| e. | Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project | |
| f. | Registered Office Details | Address:<br>Contact Person:<br>Mobile:<br>Phone:<br>Email:<br>Fax: |
| g. | Branch/Regional Office Details | Address:<br>Contact Person:<br>Mobile:<br>Phone:<br>Email:<br>Fax: |
| h. | Details of the Authorized Signatory for the Tender | Name:<br>Designation:<br>Address:<br>Phone:<br>Email: |
| i. | Details for individual(s) who will serve as Point of Contact | Name:<br>Designation:<br>Mobile:<br>Phone:<br>Email: |
| 2. | Years of experience in providing consultancy services to Central Government / State Government / Public Sector Undertaking clients | ___ years of experience |
| 3. | Types of Consultancy Services provided to Government Sector Clients | |
| **3a.** | **Eligibility Criteria** | |
| **i.** | Experience in Preparation of GIS based Master Plans.<br><br>The Bidder should have experience of at least 1 (one) consultancy project for preparing GIS based master plan for State/ Central Clients. | Major Clients –<br>i. _____<br>ii. _____ |

| Sl. No. | Criteria | Details |
|---|---|---|
| | | |
| **3b.** | **Technical Evaluation** | |
| **i.** | Experience in Preparation of GIS based Master Plans.<br><br>(as per technical evaluation criteria 1.1) | Major Clients –<br>i. _____<br>ii. _____ |
| 4. | Enclosed Form 3A | Form Enclosed: [] Yes [] No |
| 5. | Enclosed Form 3B | Form Enclosed: [] Yes [] No<br>Supporting Documents Enclosed: [] Yes [] No |
| 6. | Enclosed Form 3C | Form Enclosed: [] Yes [] No |
| 7. | Enclosed Form 3E | Form Enclosed: [] Yes [] No |
| 8. | Enclosed Form 3F | Form Enclosed: [] Yes [] No |
| 9. | Enclosed Form 3H | Form Enclosed: [] Yes [] No |

**Authorised Signatory:** _____

**Name and Title of Signatory:** _____

**Bidder's Name:** _____

# Section 4. Terms of Reference

## 1. Description of Assignment

The Bangalore Water Supply and Sewerage Board (BWSSB) is seeking proposals from qualified consultants to undertake the **Engaging Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration**. This initiative aims to prepare a comprehensive strategic framework to provide energy efficient plans to deploy in the pumping station with integration of renewable energy such as solar PV system and to implement SCADA system across the pumping station.

BWSSB is having around 105 Water distribution Pumping Stations in around the GBA area (800 Sq.km) to meet the drinking water of Bangalore City. These pumping stations are established as and when the various water supply schemes were implemented. Presently these pumping stations are very old, and their efficiency has reduced. In this connection, BWSSB intends to carryout Condition Assessment, Rehabilitation/Replacement of Electro-mechanical and instrumentation equipment in the existing pumping stations in Bengaluru city to achieve a SCADA based monitoring system along with Solar PV integration.

Objective

The key objectives of this consultancy are to:

- Undertake an integrated assessment of Pumping stations within the Banaglore premises.
- Develop a SCADA-based Master Plan for the monitoring, controlling of pumping stations along with renewable energy source integration. .
- Formulate a strategic plan that:
  - Monitoring and controlling of pumping station;
  - Central monitoring system of pumping station.
  - Integration of renewable energy source.
  - Establishing measurable monitoring indicators and sustainable energy efficient plans for the pumping station.

The pilot is intended to be scalable and replicable for the other valleys of Bengaluru.

## 2. Contract Period

The overall period of the engagement of the agency shall be **six Months (06)** from the date of contract signing.

## 3. Scope of Work

The scope is divided into three stages:

### 4.1 Stage 1: Data Collection, Screening, and Prioritization of Water Pumping station (Greater Bangalore Region).

- Site visits, data collection, inspection of existing water pumping stations at reservoirs, tanks, booster pumping stations with electro-mechanical & instrumentation equipment, discussion with BWSSB officials.
- Identify the priority of the pumping stations (based on discussion with BWSSB officials) to be taken immediately and others in a phased manner (Zone wise) under jurisdiction of 800 sq.km (BBMP area).

### 4.2 Stage 2: Detailed Assessment of Water Pumping station

- Condition assessment of existing electro-mechanical & instrumentation equipment.
- Energy audits to reduce power consumption, cutting costs and lowering environmental impact.
- Identification of electro-mechanical & instrumentation equipment to be replaced suitable for fully automatic operational requirements through PLC / SCADA systems.
- Measurement (Visually from the Electrical Panel board or measurement with external energy meter if not available) of Electrical Parameters like Voltage, Current, energy etc. at the pumping stations.
- Identify specific actions by way of which the energy can be saved and the power bills in the pumping stations can be reduced without adversely affecting the services.
- Proposal for Motorization of valves (if envisaged) with electrical actuators inside the pumping stations.
- Proposal for Instrumentation, Control & Automation (ICA) after conditional assessment on existing equipment.
- Preparation of Specifications, BOQ and Cost Estimates.
- Bid document for implementation of works**.**

### 4.3 Stage 3: Preparation of SCADA -based Conceptual Master Plan and Strategic Framework for Pumping station.

- Self-Assessment on existing data center packages (MIS-2 & CP-24) for continuous wireless data communication (selection of proper telemetry systems) integration from respective pumping station.
- Study of current infrastructure of LAN/data connectivity from PLC panels to SCADA and suggestions for required infrastructures.
- Proposal of the Financial Analysis for taking up the Project.

### 4.4 **Satge:4: Integration of renewable energy and financial aspect.**

- Visit all 105 water distribution pumping stations to study the suitability of sites in general and collection of data related to availability of space for solar plants, shading and connectivity aspects and shortlisting 20 sites for further study. Site data will be shared by customers based on the input's requirements shared by TCE.
- Minimum 20 BWSSB's pumping stations premises would be shortlisted for feasibility study in consultation with BWSSB for solar plant installation.
- The following details will be covered for the selected potential sites (app 20 sites).
    a) Brief comparative study of different technologies to generate power from solar PV systems and their viability. Brief description of the selected technology option for shortlisted site(s).
    b) PV plant configuration and broad level energy yield estimation for selected sites.

c) Brief description of major plant features including facilities for interconnection with the distribution system and salient technical parameters.

d) First order cost estimate (capital investment) and ballpark figures on cost of generation.

e) Review of Govt. regulatory framework and policies for solar/renewable energy projects.

f) Advise on the commercial aspects and off taker based on present policy guidelines.

- Exploration of rules and regulation for the establishment of **micro-wind turbine energy generation in BWSSB pumping station premises and integration of the same with solar energy and with BESCOM power.**

**4. Deliverables**

The successful consultant will be responsible for submitting the following deliverables:

1. **Inception Report and Baseline Assessment Report:** Detailing the consultant's understanding of the project, methodology, work plan, team deployment and baseline assessment including collected data, screening methodology, and the list of prioritized pumping station with justification
2. **Detailed Assessment Report for Pumping station:** Comprehensive condition assessment of water pumping stations at reservoirs, tanks, booster pumping stations.
3. **SCADA-based Conceptual Master Plan and Strategic Framework Report:** Integrated master plan, renewable energy integration strategies, monitoring and controlling indicators, implementation phasing, and cost framework.
4. **Presentation to BWSSB:** Key findings, recommendations, and roadmap at each stage as requested by the client.

**5. Expected Outcomes**

- An integrated SCADA-based master plan with integration of renewable energy in pumping station .
- A replicable renewable energy methodology for scaling to other feasible locations of Greater Bengaluru region,BWSSB premises.
- Strengthened institutional understanding of SCADA-based pumping station management.
- Identification of priority interventions for immediate implementation.

**6. Reporting Requirements**

6.1. The Consultant shall submit deliverables as per the scope of work as outlined in the Terms of Reference. These deliverables shall be submitted to the concerned Authority and the review of the deliverable shall be done by the relevant approving Authority.

6.2. The reports shall be submitted in English in both hard and soft copies. As and when required, the Consultant may be asked to present their report as a presentation.

6.3. The above list covers only part of the deliverables identified in the scope of services. The Consultant shall prepare and submit other deliverables over the course of the assignment that

arise from their activities in accordance with the scope of services. Review and approval of such deliverables shall be done by the Client, as applicable.

## 7. Terms of Payment and Payment Schedule

7.1. The indicative Terms of Payment and the Payment Schedule are provided below.

Payment will be made after submission of the complete report as per the terms and conditions of the tender document.

# Section 5. Draft Contract for Consultant's Services

Between

_____

[Name of Client]

And

_____

[Name of Consultants]

Dated:

## AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20__ between,

Bangalore Water Supply & Sewerage Board (BWSSB), having its office at, 2nd Floor, Suvarna Bhavan, 18th cross Margosa road, Bengaluru-560055 (hereinafter called the **"Client"** or **"BWSSB"** or **"the Authority"** which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part

AND

_____,[a company registered under the Companies Act, 1956 / a partnership firm under the Indian Partnership Act 1932 / a limited liability partnership firm under the Limited Liabilities Partnership Act 2008] and having its registered office at _____ (hereinafter called the **"Consultants"** which expression shall include their respective successors and permitted assigns) on the Second Part

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "**Services**");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services

   Appendix B: Reporting Requirements

   Appendix C: Key Personnel and Sub-consultants

   Appendix D: Services and Facilities to be provided by the Client

   Appendix E: Breakdown of Contract Price in Indian Rupees

   Appendix F: Form of Guarantee for Performance Security

   Appendix G: Power of Attorney Submitted by Consultants

   Appendix H: Technical Presentation submitted by Consultants

   Appendix I: Letter of Award issued by Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

| | |
|---|---|
| FOR, AND ON BEHALF OF<br>[NAME OF CLIENT] | FOR, AND ON BEHALF OF<br>[NAME OF CONSULTANT] |
| By<br>(Authorized Representative) | By<br>(Authorized Representative) |

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
b. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Consultants under Applicable Law, in connection with the Services during the subsistence of this Contract
c. **"Commencement Date"** means the date on which the Consultants begin carrying out the Services pursuant to Clause GC 2.2
d. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
e. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
f. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
g. **"GC"** means these General Conditions of Contract;
h. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
i. **"Government"** means the Government of Karnataka;
j. **"Local currency"** means Indian Rupees
k. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
l. **"Material Breach"** shall mean and include the following
a. Failure by the Consultants to procure the requisite insurance in accordance with this Contract;
b. Failure by the Consultants to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
c. Failure by the Consultants to comply with the instructions or orders of the Client made under this Contract;
d. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Consultants in violation of any terms of this Contract;
e. Failure by the Consultants to observe or perform any of the Consultants' undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect
m. **"Member"** in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
n. **"Party"** means the Client or the Consultants, as the case may be, and "Parties" means both of them;

o. **"Personnel"** means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)
p. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
q. **"Services"** means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
r. **"Sub-consultant"** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
s. **'Third party"** means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or e-mail, to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task/stage is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**2. Commencement, Completion, Modification and termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

**2.2 Commencement of Services**

The Consultants shall begin carrying out the Services within 30 (thirty) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### 2.5 Force Majeure

#### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task or stage, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

### 2.7 Termination

#### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of

the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

**2.7.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

#### 2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

#### 2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Consultants:

### 3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

### 3.2 Conflict of Interests

#### 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

#### 3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

### 3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates in India, as well as any Sub-consultant and any of its affiliates in India, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

## 3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or any time after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

## 3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## 3.5 Consultants' Actions Requiring Client's Prior Approval

(a) The Consultant may subcontract any part of the services under this Contract. Subcontracting does not alter the Contractor's obligations and the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

## 3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

## 3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together

with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

**4. Consultants' Personnel and Sub-Consultants**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Client**

**5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

**6. Payment to the Consultants:**

**6.1 Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Expenses for travel, accommodation and the like for work outside Bengaluru shall be borne by the Client on actuals. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price**

The Contract price is set forth in the SC.

**6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due. The payment shall be made in the Bank Account as given in SC.

**7. Settlement of Disputes**

**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's

request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **[1.1 (h)** | The Consultants are a single entity. The Member in Charge is not applicable for this Contract. |
| **[1.1** | All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP. |
| **[1.2** | The Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this Contract |
| **[1.4** | The addresses are:<br><br>**Client:**<br><br>The Executive Engineer (BW&PS)-2<br>Bangalore Water Supply and Sewerage Board<br><br>Contact Person:<br>Designation: _____<br>E-mail:_____<br>Phone: _____<br><br>**Consultants:**<br>_____<br>_____<br>_____<br><br>Contact Person:<br>Name:<br>Designation:<br>E-mail:<br>Phone: _____ |
| **[1.4.2** | Notice shall be deemed to be effective as follows:<br><br>(a) in the case of personal delivery or registered mail, on delivery;<br>(b) in the case of e-mail, 24 hours following confirmed transmission; |
| **[1.6** | The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.<br><br>Consultants shall nominate their authorized representative for execution of this contract through appropriate Power of Attorney or Letter of Authority.<br><br>For the Consultant: (Name) |

(Designation)
(Address)

The Power of Attorney for the Authorized Representative of the Consultants is provided in Annexure G of this Contract.

**[1.7.1** The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**[2.1** The date on which this Contract shall come into effect is the date of signing of the Contract (Effective Date)

**[2.2** The commencement date shall be within 30(thirty) days of the Effective Date (Commencement Date)

**[2.3** The Contract Period hereby granted is for a period of 06 months commencing from the Commencement Date.

**[2.5.2 (b)** shall be read as
A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

**[2.5.2 (c)** The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

**[2.5.5** **Consultation**
Not later than 30 (thirty) days after the Consultants has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken.

[**2.7.1 (b)** The Consultants becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary

**[2.7.1 (e)** With respect to Performance of Contract as per Scope of Service and also if the Consultants discontinue to provide service as per the contract.

**[2.7.1 (f)** The Consultants fails to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause 7.2 hereof;

**[2.7.1(g)** if the Consultants submit to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars

**[2.7.1(h)** if the Consultants have repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract

**[2.7.1(i)** if any representation made or warranties given the Consultants under this Contract is found to be false or misleading

**[2.7.1(j)** if a resolution has been passed by the shareholders of the Consultants for the voluntary winding up of the Consultants' Agency

**[2.7.1(k)** if the Consultants commit a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client

**[2.7.1(l)** if the Consultants have assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client

**[2.7.1(m)** if the Consultants discontinue to provide service as per the Contract.

**[2.7.5 (b)** shall be read as:

except in the case of termination pursuant to paragraphs (a), (b), and (d) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

**[3.1.1 Terms of Reference**
The scope of services to be performed by the Consultants is specified in the Terms of Reference (the "ToR") at Appendix A of this Contract. The Consultants shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

**[3.2.4(c)** At any time, such other activities as have been specified in the RFP as Conflict of Interest.

**[3.4** Consultants shall maintain reasonable professional indemnity insurance as per industry standards in connection with its services and such other insurances as required under applicable laws of India.

**[3.5(b)** The other actions are as per Appendix A of the Contract

**[3.5 (c)** The other actions are as per Appendix A of the Contract

**[3.6** Reporting obligations as defined in Appendix A

**[3.7** The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

**[3.9** The Consultants shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.

**[3.10** The Consultants shall provide the Client with prompt written notice of any changes in the Consultants' name, ownership, or form of organisation.

**[3.11** The Consultant sshall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful advisor to the Client and at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

**[3.12** The Consultant shall maintain a high level of professional ethics during rendering of professional services and will not act in any manner, which is detrimental to the Client's interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication

**[3.13** The Consultant shall at its cost, expenses and risk make such financing arrangement as would be necessary to provide the services and to meet all of its obligations under the Contract, in a timely manner, save as otherwise expressly provided under the Contract.

**[5.1.(c)** The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

**[6.2** The amount of Contract is INR _____inclusive of all taxes (amount in words and figures)

**[6.4 Terms of Payment**

Payment to the Consultant shall be made on submission of deliverables as given below:

Payment will be made after submission of the complete report as per the terms and conditions of the tender document.

**[6.4.1** The details of the bank account are:

| | |
|---|---|
| Account Number | |
| Bank Name | |
| Bank Address | |
| IFSC | |
| GST | |
| PAN | |

**[6.4.2** The Consultants shall be paid only for those portions of the invoice that are satisfactorily supported with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. The Client shall pay to the Consultants only the undisputed amount.

Payments in respect of the Services shall be made as follows: -

a) The Consultants shall be paid for their services as per the Payment Schedule subject to the Consultants fulfilling all conditions as per the Terms of Reference
b) No payment shall be due for the next milestone till the Consultants completes, to the satisfaction of the Client, the work pertaining to the preceding milestone.
c) The Client shall pay to the Consultants only the undisputed amount.

**[6.4.5** For any work that may be required for successful implementation / execution of a project, but which is outside the scope of work detailed in **Appendix A**, payment will be made on the basis of cost estimates to be submitted by the Consultants. The rate reasonability of the cost estimates shall be decided by a committee constituted by the Client for this purpose.

**[6.4.6** Any expenses towards out-of-pocket expenses such as travel outside Bengaluru for project-related work or for study tours shall be reimbursed as per actuals to the Consultant. The Consultant shall take approval of the Client in this regard before incurring the expenditure.

**[6.4.7 Change in Applicable Law**

If during the period of this Contract, there is any change in the Applicable Laws with respect to leviable taxes and duties which increases or decreases the cost, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount.Any cost arising due to change in Applicable Law shall be borne by the Client.

**[6.4.8 Tax Deducted at Source (TDS)**

Wherever applicable, taxes shall be deducted at source from the payment to the Consultants at the rates applicable for each in accordance with the relevant Sections of the Income Tax Act.

**[6.5** Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within 30 (thirty) days after receipt by the Consultants of notice thereof. Any delay by the Consultants in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

**[6.6 Performance Security**

**[6.6.1** The Consultants shall furnish the Performance Security in accordance with Clause 8 of Section 2 Information to Consultants of the RFP document.

**[6.6.2** The Consultants shall keep the Performance Security valid and enforceable throughout Contract Period. In case the Performance Bank Guarantee provided by the Consultants to the Client is set to expire for any reason whatsoever at any time before 90 days after the date of expiry of the Contract, the Consultants shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Consultants to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Consultants or to any other Party.

**[6.6.3** The Performance Security will be discharged by the Client and returned to the Consultants no later than 90 days following the completion of the Consultants' performance obligations under the Contract.

**[6.6.4** In the event of any contract amendment, the Consultants shall within 30 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 90 days after the completion of performance obligations.

**[6.6.5 Encashment and Appropriation of Performance Security**

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultants in the event of:

(a) Breach of this Contract or for levy of Penalty specified
(b) Termination of this Contract by Client for reasons other than in GC 2.7.1(c)
(c) In case the Consultants is not able to deliver the services as envisaged in the Scope of Services as described in Appendix A and Appendix B

**[7.2** The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps:

(a) Level One: the dispute is to be notified by authorised representative of one Party to the authorised representative of other party. After said notification same shall be referred to the Chairman, BWSSB. Both parties are at liberty to submit pleading and documents regarding said dispute. After hearing representatives of the both parties, said authority shall examine records submitted by the both Parties if any and conciliate to resolve the dispute and pass the suitable order according to his/her satisfaction within 15 days from the date of reference. However, said authority for any reason does not do so, time may be extended for another 07 days.

(b) Level Two: Party aggrieved by the order of the Authority at Level-1, is at liberty to approach the authority at Level-2 (Principal Secretary/ Secretary, UDD) within 07 days from the date of issue of order by the authority at level-1.The authority at level-2 shall secure records including order passed at Level-1 and after hearing representatives of the both parties, said authority at Level-2shall secure examine records submitted by the both parties if any and conciliate to resolve the dispute and pass the suitable order according to his/her satisfaction.

(c) Being aggrieved by the order of level-2 authority, after exhausting of mutual discussion, then the aggrieved parties are at liberty to invoke the clause under the Arbitration and Conciliation Act, 1996 and approach the Arbitration Centre -Karnataka (Domestic and International) Bangalore to settle the dispute through Arbitration as per Government of Karnataka Circular No.LAW 273 L AC 2012(p) dated 10.01.2014. The resulting award shall be final and binding on parties and shall be in lieu of any other remedy.

**[7.2.1 Selection of Arbitrators:**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Govt. of Karnataka Vide No LAW 273 L AC 2012(p) dated 10.01.2014:

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. Chief Engineer, BWSSB as Employer representative,

b. The “Consultancy”, and

c. The “Member” third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB’s decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

**[7.2.2 Rules of Procedure**

a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)
b) Arbitration proceedings shall be held at Bangalore, Karnataka, India
c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
e) Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the provisions of Arbitration and Conciliation Act, 1996 and amendments thereof, read with Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.
f) List of organizations who are considered as appointing authority for appointment of arbitrators
    i. Indian Council of Arbitration,
    ii. International Centre for Alternative Disputes Resolution (India);
    iii. Indian Institute of Public Health Engineers;
    iv. Institute of Water Works

**[7.2.3 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**[7.2.4 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**[7.2.5 Miscellaneous**

In any arbitration proceeding hereunder:

(d) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
(e) the English language shall be the official language for all purposes
(f) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**[8. Fairness and Good Faith**

**[8.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**[8.2. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 7.2 hereof.

**[9 Indemnification**

The Consultants shall indemnify, defend and hold the Client, its officers and agents harmless against any and all

(i) Proceedings, actions and Third-Party claims arising out of a breach by the Consultants of any of its obligations under this Contract, except to the extent that any such claim has arisen due to breach by the Consultants of any of its obligations under this Contract or a Force Majeure Event which is a political event.

(ii) Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism.

(iii) any loss of or damage to any of the Client's property arising out of or in connection with any act, omission, or negligence of the Consultants, its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or wilful misconduct of the Client.

**[10 Assignment**

The rights and duties created by this Contract are personal to consultants and accordingly, except as otherwise may be permitted herein, the Consultants shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Contract, in whole or in part without the express written consent of the Client. Any such purported assignment without the Client's prior written consent shall constitute a Material Breach, which will entitle the Bangalore Water Supply & Sewerage Board (BWSSB) to cancel the Contract apart from such assignment being null and void ab initio.

**[11 Confidentiality**

The Consultants and their Personnel shall not, either during the term or any time after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultants and their Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultants are under an obligation to keep confidential in relation to the Services or this Contract ("Confidential Information"), without the prior written

consent of the Client. Notwithstanding the aforesaid, the Consultants and their Personnel may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultants and their Personnel or becomes a part of the public knowledge from a source other than the Consultants and their Personnel.

(ii) was obtained from a Third Party with no known duty to maintain its confidentiality.

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultants and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultants or Personnel, as is reasonable under the circumstances; provided, however, that the Consultants or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

**[12 Waiver**

No waiver by a Party of failure or failures by the other Party to this Contract to perform any provision of this Contract shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

**[13 Limitation of Liability**

In no circumstance shall Consultants' total liability for any direct damages under this Contract exceed the Fee paid to the Consultants. Consultants shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage.

**[14 Survival**

In the event of any termination of this Contract in whole or in part, the clauses entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of the Client and be binding upon the Consultants, their legal representatives, heirs, successors and assigns.

**[15 Severability**

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

**[16 Amendments**

This Contract and the Appendices together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**[17 Counterparts**

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

# I. APPENDICES

## Appendix A: Description of the Services

*[Give detailed descriptions of the Services to be provided; dates for completion of various stages and tasks, place of performance for different stages and tasks; specific stages and tasks to be approved by Client, etc.]*

As per Terms of Reference of the RFP

## Appendix B: Reporting Requirements

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

As per Terms of Reference of the RFP

## Appendix C: Services and Facilities to be provided by the Client

*[List here under: Services, facilities and property to be made available to the Consultants by the Client.]*

As per the Terms of Reference of the RFP.

## Appendix D: Breakdown of Contract Price in Indian Rupees

*[List here the elements of cost used to arrive at the breakdown of the Contract Price.*

*This appendix will exclusively be used for determining remuneration for additional services.*]

**Appendix F: Form of Guarantee for Performance Security (Proforma Bank Guarantee)**

*(To be stamped in accordance with Applicable Stamp Act, if any)*

To
**The Executive Engineer(BW&PS)-2**
**Bangalore Water Supply and Sewerage Board**

WHEREAS M/s……[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. …… dated …… to provide the services on terms and conditions set forth in this Contract for **Engagement of Consultant for Preparation of Feasibility Study Report for Rehabilitation/Replacement of Electro-Mechanical and Instrumentation Equipments in existing Water Pumping Stations in Bengaluru City to achieve a SCADA based Monitoring System along with Solar PV System Integration.**

(hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of INR …… [Amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR …… [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR …… (Rupees ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid until 180 days from the date of expiry of the Contract Period.

Signature and Seal of the Guarantor…… In presence of

Name and Designation
(Name, Signature & Occupation)
Name of the Bank

Address
(Name & Occupation)
Date……

**Appendix G: Power of Attorney Submitted by Consultants**
[To be added in the final contract]

**Appendix H: Technical Presentation submitted by Consultants**

[To be added in the final contract]

**Appendix I: Letter of Award Issued by Client**

[To be added in the final contract]